

SECTION G  
CONTRACT ADMINISTRATION

G.1. CONTRACTUAL INFORMATION

Contractual interpretation and assistance may be obtained by contacting:

Federal Retirement Thrift Investment Board  
1250 H Street, N.W.  
Washington, D.C. 20005-3952

ATTN: Ms. Mary F. Parker  
Phone: (202) 942-1694

G.2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- a. The Contracting Officer hereby designates the below named individual as the Contracting Officer's Technical Representative (COTR).

Name: (To be completed at time of award)  
Address: Federal Retirement Thrift Investment Board  
1250 H Street, N.W.  
Washington, DC 20005-3952  
Phone: (To be completed at time of award)

- b. The COTR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Board unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract. The COTR is responsible for:

1. Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements;

2. Interpreting the scope of work;
  3. Performing technical evaluation as required;
  4. Performing technical inspections and acceptances required by this contract; and,
  5. Assisting the Contractor in the resolution of technical problems encountered during the performance.
- c. The Contracting Officer is responsible for directing any changes in the terms, conditions, or amounts cited in the contract. (See G.3.c for further discussion.)
- d. For guidance from the COTR to the Contractor to be valid, it must:
1. Be consistent with the description of work set forth in the contract;
  2. Not constitute new assignments of work or change to the expressed terms, conditions, or specifications incorporated into the contract;
  3. Not constitute a basis for an extension to the period of performance or contract delivery schedule; and,
  4. Not constitute a basis for any increase in the contract cost.
- e. The COTR may be changed by the Board at any time without prior notice to the Contractor. The Contracting Officer will give written notice to the Contractor to effect any change in COTRs.

G.3. TECHNICAL DIRECTION

- a. Technical direction, as used herein, will be the overseeing of the Contractor and its staff to ensure compliance with all the requirements of the contract. It will include elaboration of the Statement of Work (Section C) by filling in details or otherwise completing the general description of work set forth by the contract schedule.

- b. No new work assignments which would require the employment of additional personnel, or which would increase or decrease costs or the period of performance, or affect any provision of this contract's costs may be made without prior approval of the Contracting Officer. Work to be performed under this contract shall be subject to the technical direction of the COTR.
- c. The Contractor shall not proceed with any instruction, direction, or request from the COTR which, in the Contractor's opinion, either is not provided for in the contract or would result in an increase to the contract cost. In either such case, the Contractor instead shall immediately notify the Contracting Officer in writing. The Contracting Officer will respond either by issuing an appropriate contract modification or by advising the Contractor in writing that the technical instruction, direction, or request is within the scope of this clause and does not constitute a change under the Changes Clause of the contract. The Contractor shall then proceed immediately with the direction given. Failure to obtain the Contracting Officer's determination regarding any situation governed by this paragraph may result in non-payment, or may necessitate the submission of costly and time-consuming claims under the contract.
- d. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause titled "Disputes." (See the clause at I.1, page I-2 of this document.)

G.4. INCORPORATION OF CONTRACTOR'S PROPOSAL

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with the proposal to the Board dated \_\_\_\_\_, as amended \_\_\_\_\_, provided however, that to the extent that any provisions set forth herein are in conflict or inconsistent with any provisions of said proposal, the provisions of this contract shall be controlling and shall supersede the provisions of said proposal.

G.5. ORDER OF PRECEDENCE

The order of precedence for interpretation of the terms, conditions, and requirements of this contract shall be as follows:

- a. Cover Sheet (Standard Form 26 or 33);
- b. PART I - THE SCHEDULE of the contract (Sections B through H);
- c. PART II - CONTRACT CLAUSES of the contract (Section I); and,
- d. Contractor's proposal, as clarified and amended.

[END OF SECTION]